## Case 22-12804-amc Doc 62 Filed 08/23/23 Entered 08/23/23 16:19:46 Desc Main IN THE UNITED STREET BACKLEY FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Detra A. Brison a/k/a Detra A. Brison-Norman IN RE: Detra A. Brison a/k/a Detra A. Brison-

CHAPTER 13

Norman

Debtor(s)

Associated Bank

NO. 22-12804 AMC

Movant

VS.

Detra A. Brison a/k/a Detra A. Brison-Norman

Debtor(s)

11 U.S.C. Section 362 and 1301

Dontia Brison

Co-Debtor

Kenneth E. West

**Trustee** 

## **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the Vehicle held by the Movant on the Debtor's 2016 Honda CR-V, bearing a VIN Number 5J6RM4H4XGL025999 is \$2,609.32, which breaks down as follows;

Post-Petition Payments:

February 2023 through August 2023 at \$372.76/month

**Total Post-Petition Arrears** 

\$2,609.32

- 2. Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on September 2023 and continuing through February 2024, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$372.76 on the vehicle on or before the first (1<sup>st</sup>) day of each month or when the date of their regular payment is due upon plus an installment payment of \$434.89 for September 2023 through January 2024 and \$434.87 for February 2024 towards the arrearages on or before the last day of each month at the address below;

Associated Bank Auto Finance PO Box 1368 Williamsville, NY 14231 Case 22-12804-amc Doc 62 Filed 08/23/23 Entered 08/23/23 16:19:46 b).

Maintena **Document**ent **Rage**h 2/01/3 hicle payments to the Movant

thereafter.

Should debtor(s) provide sufficient proof of payments (front & back copies of 3.

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay.

The stay provided by Bankruptcy Rule 4001(a)(3) is waived. 5.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

If the instant bankruptcy is terminated by either dismissal or discharge, this 7.

agreement shall be null and void, and is not binding upon the parties.

The provisions of this stipulation do not constitute a waiver by the Movant of its 8.

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

August 4, 2023 Date:

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire

Attorney for Movant

Timothy Zearfoss Esq.

Attorney for Debtor(s)

Case 22-12804-amc Doc 62

Date: 8/22/2023

Date: 8/22/2023

Document Page 3 of 3 /s/ Jack Miller, Esquire for The Chapter 13 Trustee

Kenneth E. West, Esq.
Chapter 13 Trustee

no objection to its terms, without prejudice to any of our rights and remedies

Approved by the Court this 23rd day of August , 2023. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge Ashely M. Chan